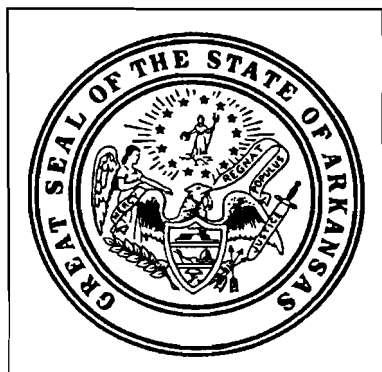


STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY



MOWING
FORMER CEDAR CHEMICAL FACILITY, WEST HELENA, PHILLIPS COUNTY,
ARKANSAS

DATE: August 22, 2008

FOR: Arkansas Department of Environmental Quality
5301 Northshore Drive
North Little Rock, Arkansas 72118 – 5317
(501) 683-0069 or (501) 682-0860

CONTRACT SCOPE, FORMS AND CONDITIONS

Document 00130: Invitation for Quotes
Document 00410: Quote
Document 00520: Agreement Form
Document 00700: General Conditions

TECHNICAL SPECIFICATIONS

Section 01010.....Summary of Work
Section 01070.....Health and Safety Requirements
Section 01400.....Quality Control
Section 01560.....Environmental Protection
Section 02972.....Mowing
Aerial Photo of Cedar Chemical Facility Boundary

INVITATION FOR QUOTE
Document 00130

OWNER: Arkansas Department of Environmental Quality (ADEQ)
 5301 Northshore Drive
 North Little Rock, Arkansas 72118 – 5317
 (501) 682-0744

PROJECT: Mowing
 Former Cedar Chemical Facility
 West Helena, Arkansas

ADEQ invites prospective Offerors to submit a quote for a mowing Contract of the Former Cedar Chemical Facility located within the Helena-West Helena Industrial Park, approximately one and one quarter mile southwest of the intersection of U.S. Highway 49 and State Highway 242. Offerors are expected to inspect the site and to inform themselves of all site and local conditions. The quote (Document 00410 herein) shall be completed and submitted to ADEQ by 4:00 p.m. local time, September 2, 2008.

ADEQ will review and tabulate the amounts from the quotes and the Contract will be awarded to the lowest responsive and responsible offeror.

The successful Offeror will be required to furnish the appropriate insurances, licenses, permits and disclosures as required by ADEQ and the State.

The State reserves the right to reject any and all quotes, and to waive any formalities.

Pursuant to Arkansas Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit quotes for the work. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

END OF DOCUMENT

QUOTE
Document 00410

QUOTE FROM: _____

NOTIFICATION
ADDRESS AND
CONTACT NAME: _____

QUOTE TO: Arkansas Department of Environmental Quality

PROJECT: Mowing – Former Cedar Chemical Facility

Gentlemen:

1. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed work, the undersigned proposes to provide all labor, materials, services, and equipment necessary for, or incidental to, the work in accordance with the Contract Documents within the time set forth, for each of the mowing events (maximum of ten mowing events)

\$ _____
Dollar Amount Is To Be Shown Numerically

Item	Approx. Quantity	Unit	Item and Unit Price	Unit Price Per Mowing	Item Total
1	10	Event	Mowing – Former Cedar Chemical Facility	\$	\$
Summation of Item Totals =					

2. Completion Date: Contract time shall be one (1) year beginning July 1, 2008 and ending June 30, 2009. The facility is currently for sale. When the facility is sold the need for mowing may be discontinued.
3. Offeror agrees the work will be substantially complete and ready for payment in accordance with the Contract Documents three (3) weeks after ADEQ authorizes each mowing event. Authorization will be issued by ADEQ for each mowing event. All mowing events may not be authorized.
4. The undersigned, in compliance with the Contract Documents for the Work of the above named project, does hereby declare:
 - a. That the undersigned understands that the State reserves the right to reject any and all quotes and to waive any formality.

- b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents, will commence work within seven (7) days after the date of the notice to proceed, and will complete the Contract fully by Completion Date indicated.
- c. Each mowing event shall be separately authorized by ADEQ and fully complete within above stated timeframe. If the undersigned fails to complete each event, he shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of fifty dollars (\$ 50.00) for each calendar day of delay until the work is completed or accepted.
- d. That this quote may not be withdrawn for a period of sixty (60) days.
- e. The undersigned understands that the Owner's intent is to mow all grass and vegetation areas and trim around curbs, trees and brushes all of the areas within the Former Cedar Chemical Facility boundary within the designated dollar amount established by the funds appropriated for the project.
- f. The names of subcontractors and the nature of the work to be performed by each one have been included within the Quote.
- g. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by Ark. Code Ann. § 22-9-301 et. seq., if the quote exceeds \$75,000 and the undersigned agrees to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.
- h. Quotes submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the submittal. Therefore, joint venture offerors shall indicate at least two (2) signatures on the Quote.

Respectfully Submitted:

Name of Offeror (Typed or Printed)

Address

BY: _____
Signature and Title

Telephone Number Fax Number

Federal ID Number or SSN#

Date of Quote

END OF DOCUMENT

AGREEMENT FORM
Document 00520

This AGREEMENT entered into this _____ day of _____ 2008 by and between _____ hereinafter referred to as the Contractor, and Arkansas Department of Environmental Quality hereinafter referred to as Owner in accordance with Ark. Code Ann. § 22-2-101 et seq.,

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of \$ _____ to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, to operate and maintain that certain project in Phillips County, designated as

Project Name: Mowing – Former Cedar Chemical Facility

consisting of work more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Quote; General Conditions; Drawings and Specifications; notice to proceed; authorizations to mow; and any other authorized and agreed to in writing changes in the Work. All work shall be in exact accord with the Contract Documents. The ADEQ shall have direct contract supervision. Said construction shall be to the satisfaction of the ADEQ, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as an authorized change. Said document shall not be effective unless approved by the ADEQ. Once effective, the change shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.
3. The Contractor agrees, for the consideration set forth in the Quote, to begin work within seven (7) calendar days after a notice to proceed is issued. In addition, Contractor agrees to complete the each mowing event within three (3) weeks after receiving ADEQ authorization for mowing. If the Contractor fails to complete the work within the timeframe herein specified, he shall pay to the Owner, as, liquidated damages and not in the nature of a penalty, the sum specified in the Contract Documents for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.
4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the State, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner with approval given by ADEQ. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.
5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the ADEQ.
6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.
7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the ADEQ, damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the State harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.
9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.
10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.
 - a.) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

"Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor."
 - b.) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to ADEQ, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.
 - c.) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.
11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
12. ADEQ, at its discretion, may offer to extend the Contract Time if it would be in the best interest of the State and if mutually agreed to by Contractor

Executed by the parties who individually represent that each have the authority to enter into this Contract.

CONTRACTOR

BY: _____

TITLE: _____

ADDRESS: _____

DATE: _____

Name: _____

WITNESS: _____

Affix Corporate Seal (if any)

Address: _____

OWNER

BY: Arkansas Dept. of Environmental Quality

ADDRESS: 5301 Northshore, North Little Rock, AR

DATE: _____

Name: _____

END OF DOCUMENT

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME: ☐ Goods? ☐ Services? ☐ Both?

YOUR LAST NAME: FIRST NAME: M.I.:

ADDRESS:

CITY: STATE: ZIP CODE: — COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_____ Title_____ Date_____

Vendor Contact Person_____ Title_____ Phone No._____

Agency use only

Agency Number_____	Agency Name_____	Agency Contact Person_____	Contact Phone No._____	Contract or Grant No._____
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GENERAL CONDITIONS FOR SERVICES (Short)
Document 00700

DOCUMENT CONTENTS

ARTICLE 1 – GENERAL PROVISIONS
ARTICLE 2 – OWNER
ARTICLE 3 – CONTRACTOR
ARTICLE 4 – ADMINISTRATION OF CONTRACT
ARTICLE 5 – CHANGES IN THE WORK
ARTICLE 6 – TIME
ARTICLE 7 – PAYMENTS AND COMPLETION
ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY
ARTICLE 9 – INSURANCE AND BONDS
ARTICLE 10 – UNCOVERING AND CORRECTION OF WORK
ARTICLE 11 – MISCELLANEOUS PROVISIONS
ARTICLE 12 – TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1 – GENERAL PROVISIONS

1.1 INTENT

- 1.1.1 The intent of the Contract Documents is to set forth the standards of services, the guarantees that are to be met, and to include items necessary for proper execution and completion of the Work. The Contract Documents are complementary and what is required by one will be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable as necessary to produce indicated results.

ARTICLE 2 – OWNER

2.1 LAND

- 2.1.1 The Owner will provide the lands upon which the Work shall be performed. The Owner will provide a right-of-way for access to the project site.

2.2 OWNER'S RIGHT TO CARRY OUT THE WORK

- 2.2.1 If the Contractor defaults or neglects to perform the Work in accordance with the Contract Documents, including the requirements with respect to the schedule of completion, and fails after ten days written notice from the Owner to correct the deficiencies, the Owner may deduct the cost thereof from the payment then or thereafter due the Contractor.

ARTICLE 3 – CONTRACTOR

3.1 GENERAL

- 3.1.1 The Contractor shall perform the Work in accordance with the Contract Documents. Contract Documents include all specifications, any drawings, the Agreement, the Purchase Order, the Quote, and all contract forms and conditions as part of package issued to the Contractor prior to commencing the Work.
- 3.1.2 The Contractor shall furnish labor, supplies, products, equipment, and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on any drawings and described in specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner by the Owner.
- 3.1.3 The Contractor shall cooperate with the Owner, inspectors, and with other Owner representatives.
- 3.1.4 The Contractor shall determine that the final and completed Work on the project is in accordance with the Contract Documents. The failure of the Owner to find or correct errors or omissions in the use of products, supplies or work methods during the progress of the Work shall not relieve the Contractor from his responsibility to correct all the defects in the project.

3.2 REVIEW OF FIELD CONDITIONS

- 3.2.1 Before doing Work, the Contractor shall verify general surface site conditions involved with the Work
- 3.2.2 Drawings may or may not show the location or existence of certain exposed and buried utilities as well as existing surface and subsurface structures. The Owner assumes no responsibility for failure to show any or all

such utilities and structures on the Drawings or to show such in the exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities in any manner unless the obstruction encountered necessitates substantial changes in the Work.

3.3 REVIEW OF CONTRACT DOCUMENTS

- 3.3.1 The Contractor shall study and compare any drawings, specifications, and other instructions and shall report to the Owner at once any error, inconsistency, or omission discovered.
- 3.3.2 Since the Contract Documents are complementary, the Contractor shall take no advantage of any apparent error or omission in the drawings and specifications. The Owner shall furnish interpretations as deemed necessary for the fulfillment of the intent of the drawings and specifications.

3.4 LABOR, PRODUCTS AND SUPPLIES

- 3.4.1 Except as otherwise specifically stated in the Contract, the Contractor shall provide, but not be limited to, all supplies, labor, tools, equipment, water, light, heating and cooling, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the Work, and all other services and facilities of every nature whatsoever necessary to complete the Work in accordance with the Contract Documents in an orderly and efficient manner. The sequence of service operations shall follow the schedule of as approved by the Owner. The Work shall not be discontinued by the Contractor without approval of the Owner. Should prosecution of the Work be discontinued for any reason, the Contractor shall notify the Owner at least twenty-four hours in advance of resuming the Work.
- 3.4.2 Any supplies and equipment furnished under this Contract will be subject to inspection by the Owner's authorized representative or by independent laboratories. Defective supplies, equipment, or workmanship may be rejected at any time before the acceptance of the Work even though the defective supplies, equipment, or workmanship may have been previously overlooked and estimated for payment. The Contractor shall replace defective equipment and supplies in accordance with the Contract Documents at no additional cost to the Owner.
- 3.4.3 The Contractor shall provide supplies not subject to conditional sales agreements, or other agreement reserving unto the seller any right, title, or interest therein. All supplies incorporated into the Work shall become the property of the Owner upon final acceptance of this Contract by the Owner.

3.5 UNAUTHORIZED WORK

- 3.5.1 Work done without drawings, specifications or as provided by the Owner, except as provided herein, and Work completed without proper inspection and supervision or any extra or unclassified work completed without written authority and prior agreement shall be at the Contractor's risk. Such unauthorized work, at the option of the Owner, may not be measured and paid for and may be ordered removed at the Contractor's expense.

3.6 PROJECT MANAGEMENT

- 3.6.1 The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for service means, methods, techniques, sequences, and procedures and for coordinating portions of the Work under the Contract.
- 3.6.2 Workmanship shall be performed by workmen experienced in their trade and skilled and experienced for the class of work to which assigned. Any person, including supervisory personnel, who does not show and exhibit skill and proficiency in said work shall be removed by the Contractor and replaced by a competent and experienced workman.
- 3.6.3 The Contractor shall, at all times, be responsible for the conduct and discipline of his employees and all Subcontractors and their employees. Disorderly, incompetent or intemperate persons, or persons who commit any crimes or trespass on public or private property in the vicinity of the Work must not be allowed to continue working upon the project.

3.7 PERMITS, FEES, AND NOTICES

- 3.7.1 The Contractor shall purchase and secure all applicable permits and licenses and give all notices necessary and incidental to the prosecution of the Work. However, in accordance with Ark. Code Ann. §22-9-213, public works construction projects conducted state agencies are exempt from permit fees or inspection requirements of county or municipal ordinances.

3.7.2 When service under the Contract includes accesses or crosses highways, railroads, streets or utilities under the jurisdiction of the state, county, city, or other public agency, public utility, or private entity, the Contractor shall secure written permission from the proper authority before executing such work. A copy of this written permission shall be filed with the Owner before any Work is completed. The Contractor shall furnish a release from the proper authority before final acceptance of the Work. Any bonds required for this Work shall be secured and paid for by the Contractor.

3.8 SAMPLES AND TESTS

3.8.1 The Contractor shall provide samples, supplies, and equipment necessary or required for testing as outlined in the various sections of the specifications or as directed by the Owner. The Contractor shall pay all costs for testing. Should products, supplies, methods, or systems fail to meet specified standards, the Contractor shall pay all costs for additional testing as required by the Owner.

3.8.2 All tests shall be made by a laboratory approved by the Owner.

3.9 LIMITS OF WORK

3.9.1 The Contractor shall conduct Work and operations so as to cause a minimum of inconvenience to the public. At any time when, in the opinion of the Owner, the Contractor is obstructing a larger portion of a road, street, or other public right-of-way than is necessary for the proper execution of the Work, the Owner may require the Contractor to finish the sections on which Work is in progress before work is commenced on any new sections.

3.10 WARRANTY

3.10.1 The Contractor shall warrant that all Work, products, supplies, and equipment furnished will be free from defects in design, materials, and workmanship and will give successful service under the conditions required. The warranty period for Work, products, supplies, and equipment furnished by the Contractor shall be one year from the date of final payment, unless a different period of time is agreed upon in writing by Contractor and Owner.

3.11 CLEANING UP

3.11.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.

3.11.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

ARTICLE 4 – ADMINISTRATION OF CONTRACT

4.1 OWNER AUTHORITY

4.1.1 The Owner will interpret the requirements of the Contract Documents and decide matters concerning performance there under on request of the Contractor.

4.1.2 The Owner will provide administration of the Contract as described in the Contract Documents. The Owner will decide any and all questions as to the acceptability of products, supplies or equipment furnished, work performed, interpretation of the drawings and specifications, rate of progress of the Work, acceptability of the

ARTICLE 5 – CHANGES IN THE WORK

5.1 GENERAL

5.1.1 The Owner may, as the need arises, without invalidating the Contract, order changes in the Work in the form of additions, deletions, or modifications. Compensation to the Contractor for additional work or to the Owner for deductions in the work and adjustments for the time of completion shall be adjusted at the time of ordering such change.

5.1.2 Additional work shall be done as ordered in writing by the Owner. The order shall state the location, character, and amount of extra work. All such work shall be executed under the conditions of the Contract, subject to the same inspections and tests.

5.1.3 The Owner reserve and shall have the right to make changes in the Contract Documents and the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the proposed Work in a satisfactory manner.

ARTICLE 6 – TIME

6.1 DEFINITIONS

6.1.1 Contract Time is the period of time identified in the Contract Documents for completion of the Work, including any authorized adjustments made as agreed to by the Owner and Contractor.

6.1.2 Date for commencement of the Work is the tenth calendar day following the date of mailing, by regular mail, of the Notice to Proceed or signed Purchase Order, unless otherwise stated in the Contract.

6.2 DELAYS

6.2.1 Delays beyond the Contractor's control occasioned by an act or omission on the part of the Owner, strikes, fires, additions to the work, delays by any separate contractor employed by the Owner, extremely abnormal weather conditions, or other delays beyond the Contractor's control may, if agreed to by Owner, entitle the Contractor to an extension of time in which to complete the Work. While such delays may be just cause for an extension of the Contract Time, the Contractor shall not have a claim for damages for any such cause or delay.

ARTICLE 7 – PAYMENTS AND COMPLETION

7.1 CONTRACT SUM

7.1.1 The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all supplies, equipment, labor, tools, and incidentals necessary to complete the Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner and for all risks of every description connected with the prosecution of the Work, for all expenses incurred in consequence of the suspension or discontinuance of the Work as specified, for any infringement of patent, trademark, or copyright, and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

7.1.2 No moneys payable under Contract or any part thereof shall become due and payable if the Owner so elects until the Contractor shall satisfy the said Owner that he has fully settled or paid for all supplies and equipment used in or on the Work and labor done in connection therewith, and the Owner, if he so elects, may pay any or all such bills wholly or in part and deduct the amount or amounts so paid from any monthly or final estimate excepting the first estimate.

7.2 REQUESTS FOR PAYMENT

7.2.1 The Contractor may submit periodically, but not more often than once each month, a Request for Payment for work completed. When unit prices are specified in the Contract Documents, the Request for Payment shall be based on the quantities completed.

7.2.2 The Contractor shall furnish the Owner all reasonable facilities and job tickets required for obtaining the necessary information relative to the progress and execution of the Work and the measurement of quantities. Each Request for Payment shall be computed from the work completed and accepted.

7.3 PAYMENT FOR UNCORRECTED WORK

7.3.1 Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made to compensate the Owner for the uncorrected work.

7.4 PAYMENT FOR REJECTED WORK

7.4.1 The rejected work elements or portions of the Work and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor. The Contractor shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work and the subsequent replacement with acceptable work.

7.5 FINAL INSPECTION

7.5.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents, laws, ordinances, or any public authority having jurisdiction shall be made at the appropriate time. The Contractor shall give the Owner timely notice of when and where tests and inspections shall be made so that the Owner may be present. The Contractor shall make arrangements for the testing and inspection with an independent testing laboratory.

7.5.2 The Contractor shall ensure that the final completed Work is in accordance with the Contract Documents. Required certificates of testing and inspection shall be secured by the Contractor and delivered to the Owner, unless otherwise required by the Contract Documents.

7.6 ASSIGNMENT OF WARRANTIES

7.6.1 All warranties of products, supplies and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of the Work and at such time as the Contractor receives final payment.

7.6.2 In case of warranties covering work performed by subcontractors, such warranties shall be addressed to and in favor of the Owner. The Contractor shall be responsible for delivery of such warranties to the Owner prior to final acceptance of the Work.

7.6.3 Delivery of guarantees or warranties shall not relieve the Contractor from any obligation assumed under any provision of the Contract. All warranties shall be for one year from the date of final payment, unless extended otherwise.

7.7 ACCEPTANCE AND FINAL PAYMENT

7.7.1 Upon receipt of written notice that the Work is ready for final inspection, the Owner will conduct such inspection and when the Owner determines the Work is acceptable, Owner shall certify his acceptance. Final payment shall be the Contract Sum plus approved additions less approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, supplies, and equipment incurred in connection with the Work. The Owner after receipt of all documentation to be provided by the Contractor will accept the Work and release the Contractor, except as to the conditions of any legal rights of the Owner, required guarantees and correction of faulty work after final payment, and shall authorize payment of the Contractor's final request for payment. The Contractor must allow sufficient time between the time of completion of the Work and approval of the final request for payment for the Owner to assemble and check the necessary data.

7.7.2 Acceptance of final payment by the Contractor shall constitute waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final request for payment. Any claims for interest on delinquent payments shall be made pursuant to Ark. Code Ann. § 22-9-205.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

8.1 GENERAL

8.1.1 The Contractor shall at all times exercise precaution for the safety of employees on the Project and of the public, and shall comply with all applicable provisions of federal, state and municipal safety laws and applicable building and construction codes. The Contractor shall provide and maintain passageways, guard fences, lights, and other facilities for protection required by all applicable laws. All machinery, equipment, and other physical hazards shall be guarded in accordance with all federal, state or municipal laws or regulations.

8.1.2 The Work, from commencement to completion, and until written acceptance by the Owner, shall be under the charge and control of the Contractor and during such period of control by the Contractor, all risks in connection therewith shall be borne by the Contractor. The Contractor shall make good and fully repair all damages to the Project by reason of the Contractor's negligence, and make good on all injuries to persons caused by any casualty or cause by reason of the Contractor's negligence. The Contractor shall adequately protect adjacent Property as provided by law and the Contract Documents. The Contractor shall hold the State harmless from any and all claims for injuries to persons or for damage to property during the control by the Contractor of the project or any part thereof.

ARTICLE 9 – INSURANCE AND BONDS

9.1 CONTRACTOR'S LIABILITY INSURANCE

9.1.1 The Contractor shall secure and maintain in force during this Contract such insurance as is specified within the Contract Documents, from an insurance company authorized to write the prescribed insurance in the jurisdiction where the Project is located as will protect the Contractor, his subcontractors, and the Owner and the State from claims for bodily injury, death, or property damage which may arise from operations under this Contract. The Contractor shall not commence Work under this Contract until he has obtained all the insurance required, has filed the Certificate of Insurance with the Owner, and the certificate has been approved by the Owner.

Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without written notice to the Owner of intention to cancel.

- 9.1.2 Workman's Compensation and Employer's Liability Insurance in statutory limits shall be secured and maintained as required by the laws of the State of Arkansas. This insurance shall cover all employees who have performed any of the obligations assumed by the Contractor under these Contract Documents including Employer's Liability Insurance. This insurance shall protect the Contractor against any and all claims resulting from injuries, sickness, disease, or death to employees engaged in work under this Contract.
- 9.1.3 Comprehensive General Liability Insurance, including automobile and truck liability. The Contractor shall procure and maintain during the life of the Contract General Liability Insurance. The Owner shall be indemnified and saved harmless against loss from claims relating to vehicular, personal, personnel, equipment, or supply damages or injuries. Certificate of Insurance shall be furnished for the full limits outlined herein. Hired and non owned automobile insurance for automobiles and trucks shall include hired and non owned automobile coverage.
- 9.1.4 Contractor's Protective Liability Insurance: The Contractor shall indemnify and save harmless the Owner and the State from and against all losses and all suits, claims, demands, judgments, actions, and payments of every description and nature brought or recovered against him by reason of any omission or act of the Contractor, his agents, or employees in the execution of the Work or in the guarding of it. The Contractor shall secure and maintain protective liability insurance in the name of the Owner and the Contractor covering them from contingent liability under this Contract.
- 9.1.5 Builder's Risk and Fire Insurance: If the project includes installations of capital improvements, the Contractor shall procure and maintain during the life of this Contract Builder's Risk Insurance fire, lightning, extended coverage, vandalism, and property theft on the insurable portion of the Project on a 100 percent completed value basis against damage to the equipment, structures, or material. The Owner and the Contractor, as their interests may appear, shall be named as the Insured.
- 9.1.6 Proof of Insurance: The Contractor shall maintain the insurance coverage's required by this contract throughout the term of this contract, and shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled, or materially altered except after 15 days prior written notice has been received by the Owner."

The coverage for this contract shall be as follows:

Worker's Compensation:

- | | |
|--------------------------|-----------------------------------|
| 1. State: | Statutory |
| 2. Applicable Federal: | Statutory |
| 3. Employer's Liability: | \$ 100,000 per Accident |
| | \$ 100,000 Disease, Policy Limit |
| | \$ 100,000 Disease, Each Employee |

Comprehensive General Liability

- | | |
|---|------------------------------|
| General Aggregate: | \$ 1,000,000 |
| Completed Operations to be maintained for one year after final payment: | \$ 250,000 Aggregate |
| Personal Injury | \$ 1,000,000 Each Occurrence |
| Each Occurrence Limit | \$ 1,000,000 Each Occurrence |
| Automobile Liability (including owned, non-owned, and hired vehicles): | \$1,000,000 |
| | Combined Single Limit |
| Umbrella Excess Liability | \$ 1,000,000 |
| Owner's and Contractor's Protection Liability: | \$ 1,000,000 |
| | Combined Single Limit |

ARTICLE 10 – UNCOVERING AND CORRECTION OF WORK

10.1 DEFECTIVE WORK

10.1.1 Defective Work, whether through the use of defective supplies, the result of poor workmanship, or any other cause, shall be removed within ten days after notice is given by the Owner. The Work and affected products, supplies and equipment shall be removed and replaced as necessary to comply with the Contract Documents without additional cost to the Owner. The fact that the defective Work may have been previously overlooked by the Owner or Owner's representative shall not constitute acceptance.

10.2 REJECTED PRODUCTS

10.2.1 Products or supplies which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Owner, or are in any way unsuited or unsatisfactory for the purpose for which intended, shall be rejected. Defective products or supplies shall be removed within ten days after notice by the Owner. The products, supplies shall be replaced with new materials as necessary to comply with the Contract Documents at no additional cost to the Owner. The fact that the defective products or supplies may have been previously overlooked by the Owner or Owner's representative shall not constitute acceptance.

10.2.2 Should the Contractor fail to remove and replace rejected products or supplies within the specified ten days after written notice to do so, the Owner may remove and replace the material and deduct the cost from the Contract Sum.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

11.1.1 The Contract shall be governed by the laws and regulations of the STATE OF ARKANSAS. Venue for any administrative action or judicial proceedings shall be Pulaski County, Arkansas. Nothing in these General Conditions shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

11.1.2 The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor shall indemnify and save harmless the Owner and State any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees.

1.1.3 The Contractor shall comply with the laws of the local, state, and federal government regarding wages and hours of labor.

11.2 WRITTEN NOTICE

11.2.1 Consider as served when delivered in person, sent by certified or registered mail, sent by commercial carrier, or sent by first class US Postal Service to the individual, firm, or corporation or to the last business address of such known to him who serves the notice.

11.3 VERBAL AGREEMENTS

11.3.1 No verbal objection, order, claim, or notice by any of the parties involved to the other parties shall affect or modify any of the terms or obligations contained in the Contract Documents. None of the terms or provisions of the Contract Documents shall be considered waived or modified unless the waiver or modification thereof is in writing, and agreed upon by the parties in the form of a Change Order approved by the Owner, and no evidence shall be introduced in any proceeding of any other waiver or modification.

ARTICLE 12 – TERMINATION OR SUSPENSION OF THE CONTRACT

12.1 SUSPENSION OF WORK

12.1.1 The Work or any portion thereof may be suspended at any time by the Owner provided that the Owner gives the Contractor written notice of the suspension. The notice shall set forth the date on which the Work is to be suspended and the date on which the Work is to be resumed. The Contractor shall resume the Work upon written notice from the Owner within ten days after the date set forth in the notice of suspension.

12.2 TERMINATION BY OWNER

12.2.1 The Owner will have the right to terminate the Contract upon giving ten days written notice of the termination to the Contractor in the event of any default by the Contractor. In the event of termination of the Contract, the Owner may take possession of the Work and of all products, supplies, tools, equipment and machinery thereon and may finish the Work by whatever method he may select.

12.2.2 It shall be considered a default by the Contractor whenever he shall become insolvent; declare bankruptcy assigns assets for the benefit of his creditors; fails to provide qualified superintendence, proper products and

supplies, competent subcontractors, competent workmen; fails to make prompt payments for labor, products, supplies, or equipment; disregards or violates provisions of the Contract Documents; disregards the Owner's, or Owner's representative's instructions; fails to prosecute the Work according to the approved schedule of completion, including extensions thereof as provided for by approved changes; and fails to start the Work on the date established.

- 12.2.3 The Owner will have the right to terminate the Contract for Convenience and without cause upon giving ten days written notice of the termination to the Contractor. Once notice is received, the Contractor shall: cease all operations as indicated by the written notice and take necessary actions or at the Owner's direction as indicated by the written notice, for the protection and preservation of the Work; and terminate existing subcontractors and purchase orders upon the effective termination date as indicated in the notice and not enter into any contracts involving subcontractors or purchase orders.

If the contract is terminated upon the convenience of the Owner, the Contractor is entitled to receive payment for the Work executed and accepted by the Owner, and the overhead and profit credit amount of 7% of the work that was left to be performed in the contract.

END OF DOCUMENT

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Title and description of Work.
- B. Contract method.
- C. Work by others.
- D. Contractor's use of site.

1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions.
- B. Agreement.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Title: Mowing.
- B. Location: Former Cedar Chemical Facility, West Helena, Arkansas
- C. Description: Mow all grass and vegetation areas and trim around curbs, trees and brushes, all of the areas within the Former Cedar Chemical Facility Boundary as indicated by the scope, specifications and drawing.

1.04 CONTRACT METHOD

- A. Perform the Work under a lump sum contract based on unit price for each mowing event.

1.05 CONTRACTOR'S USE OF SITE

- A. Coordinate access and use of site with ADEQ. Notify ADEQ a minimum of 48 hours in advance of site work activity to obtain authorization.
- B. Contractor shall keep site free of rubbish, debris, and waste resulting from the Work and shall arrange temporary storage of materials and equipment as not to interfere with other contractor's work on-site or with any other State activities.
- C. Contractor should keep out of the industrial areas where there is no vegetation.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01070 - HEALTH AND SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Minimum health and safety requirements for the duration of the Work.

1.02 RELATED SECTIONS

- A. Document 00700 - Supplemental General Conditions.

1.03 LAWS AND REGULATIONS

- A. Comply with applicable health and safety laws and regulations including, but not limited to, applicable requirements of references listed below:

1. Applicable OSHA requirements under 29 U.S.C. 651 et. seq. including but not limited to:
 - a. General Industry Standards (29 CFR 1910);
 - b. Construction Standards (29 CFR Part 1926);
 - c. OSHA Recordkeeping and Reporting Regulations; and
 - d. OSHA General Duty Requirement (29 U.S.C 654(A)(1).
2. Applicable Arkansas OSHA requirements.

1.04 REQUIREMENTS

- A. Implement and administer health and safety program which meets applicable regulations and requirements of this section.
- B. Designate person to be responsible for health and safety considerations with responsibility for implementation and enforcement of health and safety requirements including:
 1. Conduction of site inspections to monitor compliance with health and safety regulations, and
 2. Authority to suspend the Work due to health and safety violations, related incidences, and other risk situations.

1.05 RECORDKEEPING

- A. Maintain records in accordance with applicable regulator requirements.

1.06 STATE AUTHORITY

- A. The State will reserve right to request appropriate health and safety regulating agency to make on-site inspection for compliance with laws and regulations.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for maintaining quality control over the Work including site conditions, supplies, products, service and workmanship.

1.02 RELATED SECTIONS

- A. Section 029672 - Mowing

1.03 PERSONNEL

- A. Designate person to conduct quality control for the Work with responsibility for ensuring compliance with Contract Documents and with authority to act in all quality control matters.

1.04 REQUIREMENTS

- A. Inspect each aspect of the Work to produce product of specified quality.
- B. Manufactured products:
 - 1. Comply with instructions of manufacturers of products. If instructions conflict with Specifications, request clarification from the State before proceeding.
 - 2. Clarifications which follow manufacturer's instruction shall not increase the Contract Price.
- C. Implementation:
 - 1. Prior to beginning the Work, review contract requirements and assure that all material and equipment are on hand and have been tested, submitted, and approved by the agency, if required. Examine work area to ascertain that all preliminary work has been completed. Check physical condition of materials, equipment, and supplies to assure that they conform to specifications. Notify ADEQ 48 hours in advance of commencement of the Work to obtain authorization. Instruct each contributing worker as to acceptable level of workmanship required for conformance with Specifications.
 - 2. After completion of a representative portion and after completion of each segment of the Work, conduct inspection to confirm compliance with specifications. Correct deficiencies immediately at no increase in Contract Price.

1.05 DOCUMENTATION

- A. Maintain current records of quality control operations and activities including evidence that required activities have been performed including:
- B. Record both conforming and defective features and include statement that supplied materials incorporated in the Work comply with Contract Documents.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01560 - ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements of protection of the environment.

1.02 RELATED SECTIONS

- A. Document 00700 - General Conditions
- B. Section 01010 - Summary of Work

1.03 DEFINITIONS

- A. Environmental Protection - The retention of the environment in its natural State to the greatest extent possible in consideration of air, water, and land resources and involving noise, solid waste management, and management of other pollutants.

1.04 REQUIREMENTS

- A. Preserve all land resources including, but not limited to, landscape features, drainage areas, wet areas, site structures, and facilities within the Project boundaries in their present condition or restore after completion of the Work to a condition that appears to be natural and not detract from the appearance of the surrounding landscape.
- B. Do not pollute streams, rivers, or waterways through any direct or indirect discharge of pollutants.
- C. Plan and perform the Work to minimize interference with or disturbance of fish and wildlife.
- D. Do not change oil or perform other mechanical work on equipment on-site which could directly or indirectly impact the environment. If fluid drippage from equipment occurs anywhere on-site, remove contaminated soil from site and repair area where drippage occurred to its original condition.
- E. Remove and dispose of off-site waste materials and debris resulting from the Work or presence of personnel on-site. For waste material that has been temporarily stored on-site, remove from site and restore area to its original condition at no increase in Contract Price.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 02972 - MOWING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Mowing and trimming of grass and vegetative cover within the Former Cedar Chemical Facility Boundary.

1.02 RELATED SECTIONS

- A. Document 00700 - General Conditions
- B. Section 01010 - Summary of Work

1.03 EQUIPMENT QUALIFICATIONS

- A. Mowing equipment: Lawn mower, weed eater, and trimming equipment. Cutting blades shall be maintained sharp so that vegetation is cut and not torn.

PART 2 PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 PROTECTION

- A. Protect perimeter fence and existing facility equipment, tanks, structures or objects, fixed or mobile, from damage by mowing operations. Repair to original condition damages caused by mowing operations at no additional cost to the State.

3.02 MOWING OPERATION

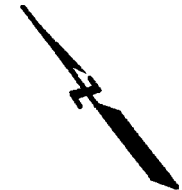
- A. Do not commence mowing until equipment, supplies, and materials are on-site and ready to use.
- B. Cut grass and vegetation no lower than 1/2 inches in height and no higher than 2 inches. Mow skipped or unevenly mowed areas again to achieve even height of vegetative cover over entire site.
- C. Trim with weed eater around curbs, trees and brushes.

END OF SECTION



CEDAR CHEMICAL

Helena-West Helena
Phillips County
Arkansas



0 500
APPROXIMATE SCALE IN FEET